



BUSINESS CENTRE ASSOCIATION MEMBERSHIP COMPLIANCE

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The Business Centre Association (**bca**) is the UK trade association representing the Flexible space sector including:- Business Centres, Serviced Offices, Managed Workspace, Light Industrial Space, Accommodation Addresses and Virtual Service Providers together with Partners and Agents/Brokers. The **bca** works with its members to ensure that the highest standards of business ethics and professionalism are observed.

It is mandatory for members to renew annually both The Code of Conduct and Best Practice and the Consumer Charter which express members continued commitment to their Customers and industry colleagues.

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This Code of Conduct and Best Practice creates a clear framework of values and principles that support and underpin the meaning of **bca** membership. Adherence by all **bca** members to the Code actively demonstrates commitment to professional and ethical conduct.

General Principles

Members will observe the highest principles of ethics, equity, integrity, professional conduct and fair practice in dealing with others and will conduct their business in a manner designed to enhance the operation, image and reputation of the industry and **bca** members. The **bca** will offer guidance and support to members to help achieve these standards.

Ethical conduct is not simply compliance with legal requirements but extends to honesty, respect for and equitable treatment of others, integrity and social responsibility. It is conduct that holds up to disclosure and to public scrutiny.

Members and their staff will act towards other members and non-members, clients and others at all times in good faith. Members should actively seek to support and uphold the mission statement and values of the **bca**. All applicants are required to adopt this code of practice, through signature, before being accepted as a **bca** member. Following such signature and acceptance, all members shall continue to ensure their compliance with this code of conduct.

By signing and returning this application you agree to adhere to the Code of Conduct and Best Practice Principles listed opposite. Failure to comply with these Principles shall constitute a breach of this Code of Conduct and Best Practice which shall, in turn, entitle the **bca** to suspend and, where it deems fit, terminate your membership.

Membership of the Business Centre Association (**bca**) represents support for high standards in the industry and reporting protection for the industry's Clients through the **bca** Member Client complaints procedure.

bca Mission Statement

The **bca** represents the flexible space industry supporting the growth of the SME sector, larger corporations and the UK economy as a whole. It acts as a resource for its members, champions industry wide standards, and through lobbying and promotion advances the interests of the sector.

All applicants are required to adopt this code of practice, through signature, before being accepted as a **bca** member. Members shall require their directors, employees, representatives and nominees to comply with this code.

Principles

bca Members will, at all times:

- 1 Strive to create a beneficial environment for their Clients and the wider business community.
- 2 Promote and maintain ethical standards of conduct, dealing fairly and honestly with their Clients.
- 3 Give accurate representation of the facilities and of the costs of services offered.
- 4 Conduct their business in a professional way and not engage in practices which would damage the image of the industry.
- 5 Comply with the requirements of Health and Safety, Fire Regulations, Data Protection legislation, Disability Discrimination Act 1995 (DDA) and any other legislative requirements relating to their Centre(s).
- 6 Ensure that their Centre(s) carry out a current fire risk assessment, appropriate to its square footage and number of occupants.
- 7 Ensure that they carry appropriate property and public liability insurances for their Centre(s).
- 8 Not to entice clients or staff in breach of contract from other **bca** members.
- 9 Endeavour to raise the standards of the industry through active involvement, whenever possible, in the activities of the **bca**.
- 10 Undertake to maintain items of capital equipment, or repair within the shortest reasonable period, minimising any inconvenience to the Client.
- 11 Respect confidential information supplied to them by their Clients, unless there is a legal/statutory requirement.
- 12 Not take improper advantage of membership of the **bca**, nor of any information supplied by the **bca**.
- 13 Endeavour to supply information requested by the **bca**. The information will be treated confidentially and used in the compilation of industry reports where only aggregate information will be published, unless clearly stated in advance.
- 14 Avoid participating in activities that are inconsistent with the **bca** mission statement.
- 15 Not do or participate in anything which would be likely to lower the standing of the Business Centre Association in the estimation of the general public and/or other members of the Association.
- 16 Ensure reasonable endeavours are in place to reduce emissions, conserve energy and generally apply energy efficient best practice.
- 17 Honour the terms of and act in compliance with any contractual arrangements entered into between them.

Explanation:

The Business Centre Association (**bca**) is the only UK trade association representing Business Centres, Serviced Offices, Managed Workspace, Light Industrial Space, Accommodation Addresses and Virtual Service Providers together with Trade Suppliers and Agents/Brokers. Established in 1989, the **bca** is the voice of the industry and is committed to setting industry standards by encouraging a network of excellence.

The **bca** regulate the industry through a mandatory Code of Conduct and Best Practice which demonstrates a strong commitment to professional and ethical conduct. This framework of values and principles are emphasised when **bca** members renew their commitment to the **bca** Code annually.

Explanation of Terminology:

Consumers – means those purchasing services and space from Providers of Business Centres, Serviced Offices, Managed Workspace, Light Industrial Space, Accommodation Addresses and Virtual Service Providers.

Space Providers/Operators – means Providers of Business Centres, Serviced Offices, Managed Workspace, Light Industrial Space, Accommodation Addresses and Virtual Service Providers.

Internet Agent/Broker – means Internet Brokers or Internet Agents whose business includes the use of the internet to identify potential consumers.



This shield identifies Space Providers/Operators and locations that adhere to the **bca** Code of Conduct and Best Practice including this Consumer Charter.

Consumers:

In relation to this 'Consumer Charter' consumers are defined as those purchasing services and/or space from Providers of Business Centres, Serviced Offices, Managed Workspace, Light Industrial Space, Accommodation Addresses and Virtual Service Providers.

Statement:

bca Consumer Charter – incorporating trust, integrity, business ethics, best practice and professional conduct all being essential prerequisites when building business relationships and using business services.

Background:

To promote best practice and quality standards within the industry for the benefit of the Consumer, thus enabling consumers to have confidence with the companies who subscribe to the Charter. To improve the service for the consumer (customer) by stipulating that Internet Brokers and Agents provide specific accurate information to consumers/customers who approach them.

Establishment:

This charter established by The Business Centre Association (**bca**) is to ensure transparent, impartial, Consumer Information as provided by referrals from Internet Brokers, Estate Agents when offering the consumer a choice of Business Centres, Serviced Offices, Managed Workspace, Light Industrial Space, Accommodation Addresses and Virtual Service Providers.

The **bca** has more than 900 member locations and all of its members are expected to comply with The Business Centre Association Code of Conduct and Best Practice which is renewed annually.

Who can help:

The Business Centre Association (**bca**)
Kinetic Centre, Theobald Street,
Borehamwood, Hertfordshire, UK, WD6 4PJ
consumercharter@bca.uk.com
Telephone +44 (0)20 8387 1444

Internet Broker details:

Should you need the contact details for an internet broker, then please contact The Business Centre Association who will provide you with the necessary information.

Privacy:

Information you provide to us will be treated in confidence and will only be given out with your agreement or when legally necessary.

Business ethics:

This charter explains the professional business ethics and processes together with the independent impartial advice delivered to consumers when seeking information from internet brokers on space availability and/or services offered by providers.

The aim is to provide the public with both a valued and beneficial service which is transparent therefore we are committed to this 'Charter of Excellence'.

In signing this Charter we recognise that 'Operators of Services' are consumers as well as 'Prospects' seeking suitable space accommodation being covered by this Consumer Charter.

In signing this Charter we agree that we will observe the highest principles of ethics, equity, professional conduct and fair practice in dealing with others and will conduct business in a manner to enhance the operation, image and reputation of the industry.

FAQ's for Consumers

To assist 'Consumers' detailed below are a number of questions which we hope will assist you in your search for suitable space.

- i Who are we dealing with and who is being paid?
- ii Are the internet brokers independent?
- iii Are internet brokers **bca** accredited-what does this mean?
- iv What will you do with my contact information?
- v What Service can we expect to receive from an internet broker?
- vi Am I viewing a **bca** member location?
- vii What is the benefit of using a **bca** location?
- viii Are you recommending any Business Centre?
- ix Who do you recommend on Budget?
- x What is included in my monthly payment?
- xi What other additional costs/charges should I be aware of?

Internet Brokers:

1. All advice given will be impartial
2. The introductions that we provide are completely independent, impartial and at no cost to you, our aim is to fulfil your requirement and make arrangements for you to view the appropriate locations.
3. We will endeavour to match your specific requests particularly relating to location, facilities and price and ensure that your enquiry is forwarded as quickly as possible to the space provider. Subject to your agreement, we will arrange viewing(s) for specified locations. To make sure all parties are able to communicate and confirm viewing appointments we will give the space operator your email address and contact mobile number unless otherwise requested.
4. Any information published relating to Space Provider/Operator locations will reflect correct data and have the permission of the Space Provider/Operator to use such information.
5. We aim to ensure that our staff are adequately trained to provide you with an excellent service. However, if this has not been your experience please contact in the first instance your internet broker, and if the matter is not resolved and a decision cannot be reached, then contact the **bca** by email/telephone, so that the industry trade association (**bca**) may be given the opportunity to investigate and remedy the problem.
6. Following a successful introduction and once you have signed the necessary agreement and paid your deposit, the Space Provider/Operator will pay us a fee.
7. Consumers are made aware that premium listings attract greater commission, however, the locations presented are not recommended more than other locations and the broker's advice is unbiased and impartial.
8. We undertake that all information and location advice provided to you is completely independent and impartial and in no way does this reflect the commission that we are paid.
9. In all communications you can expect to be treated with courtesy and politeness at all times, and we request that the same applies when the situation is reversed.
10. The information we supply is in accordance with the Data Protection Act, this means that on some occasions we will be unable to deal with your request if the information you require is not in accordance with the Act.
11. We cannot offer advice relating to any legal issues.

Consumers:

This code is presented for the benefit of consumers and we trust that all parties will act in a respectful manner towards each other and that Consumers acknowledge their contractual payment obligations.

Consumer Redress:

In the first instance the Consumer will raise the grievance in writing with the party concerned namely the Space Provider/Operator, the internet broker or both. If the grievance is not resolved to the Consumers satisfaction the following 'Redress' procedure is available to the Consumer.

Consumer Redress General Information:

The aim is to simplify and expedite the redress process for the benefit of the Consumer. This redress process does not affect the Consumer's statutory rights.

Consumer Redress Process:

- A** The submission of the grievance must be submitted in writing email is acceptable together with full contact details (name of company, name of contact, full address and postcode, telephone/mobile number) and sent to:
The Business Centre Association Ltd (**bca**), Kinetic Centre, Theobald Street, Borehamwood, Herts WD6 4PJ email: complaints@bca.uk.com
- B** The **bca** will in writing (email) acknowledge receipt of the complaint.
- C** The **bca** will investigate and carry out a fact find in relation to the complaint.
- D** The **bca** will endeavour to investigate and respond to a complaint within 14 days and not exceeding 28 working days. However, the **bca** recognises there will be occasions when this is not possible and in those instances will communicate and advise the Consumer of such a deferment.
- E** The **bca** is committed to verifying and investigating a complaint and gives an undertaking that once the facts are established a solution will be sought, and the complainant and relevant stakeholders will be informed of the outcome.

Space Providers/Operators:

12. We aim to ensure that our staff are adequately trained and will make every effort to provide you with an excellent service. However, if this has not been your experience please contact in the first instance your Space Provider/Operator, and if the matter is not resolved and a decision cannot be reached, then contact the **bca** by email/ telephone, so that the industry trade association (**bca**) may be given the opportunity to investigate and remedy the problem.
13. We cannot offer advice relating to any legal issues.
14. As a Space Provider/Operator we may pay a commission fee.
15. As a Space Provider/Operator we will supply the internet brokers with correct data relating to respective location(s) and give permission for the Internet Brokers/Agents to use such information.
16. Some Space Providers/Operators may choose to pay more commission, however Internet Brokers undertake not to make requests for commission exceeding the standard fee. Premium listings on Internet Broker websites attract greater commission.
17. If during the first 12 months of the agreement there is a change in a clients' space requirement the Space Provider/Operator having communicated with the broker may adjust the broker commission payment to reflect such change.
18. In all communications you can expect to be treated with courtesy and politeness at all times, and we request that the same applies when the situation is reversed.

bca

19. Complaints about the service delivery will be treated quickly and sympathetically, however, we do request that we be given a reasonable amount of time to respond to your complaint. **Any such complaints must be in writing/email.**
20. We cannot offer advice relating to any legal issues.
21. We encourage your comments good or otherwise about the service you have received and welcome any suggestions you might have regarding any of the internet broking services you have used, any Space Providers/Operators, the **bca** or the flexible space sector in general. Your feedback is welcomed, please email consumercharter@bca.uk.com
22. In all communications you can expect to be treated with courtesy and politeness at all times, and we request that the same applies when the situation is reversed.

Waiver

bca shall not have any liability whatsoever to members of the Association and/or to any clients dealing with members as a result, whether directly or indirectly, of requiring members to be compliant with these documents. It is the responsibility of all members of the **bca** to ensure that they maintain at all times adequate insurance and other protection against any claims which may be made against them.

YES **bca** Code of Conduct and Best Practice

YES **bca** Consumer Charter

Delete as appropriate:

YES NO **bca** Best Practice in dealing with Brokers

YES NO **bca** Best practice in dealing with Space Providers/Operators

Do you offer virtual office facilities, if so are you registered for Money Laundering Regulations? Please provide your registration number/s

Name of Nominated Officer/s

Signed _____ Name _____

Position _____ Company _____

Occasionally we may share your details with **bca** member partners. You may opt out at any time by emailing info@bca.uk.com include 'OPT OUT TS' in the Subject line.

Please refer to our privacy policy for more information on how we may process your data.

bca Membership classification:

Date _____

Business Centre Serviced Office Managed Workspace Light Industrial Space

Accommodation Addresses and Virtual Service Providers Partner and Agent/Broker Coworking Space

Introduction:

The Broker agrees to observe the highest principles of ethics, integrity, professional conduct and fair practice in dealing with others and will conduct their business in a manner designed to enhance the operation, image and reputation of the industry and **bca** members.

Ethical conduct is not simply compliance with legal requirements but extends to honesty, transparency, respect for and equitable treatment of others, integrity and social responsibility. It is conduct that holds up to disclosure and to public scrutiny.

The Broker will comply, where applicable and appropriate, with the requirements of Health and Safety, Fire Regulations, Data Protection legislation, Disability Discrimination Act (1995 (DDA) and any other legislative requirements relating to their business.

General :

1. Brokers shall not allow personal incentives, such as vouchers to be accepted by individual staff members.
2. Brokers shall not proactively contact the Space Provider/Operator's clients prior to renewals with the specific aim of relocating clients.

Prospects

4. Brokers shall endeavour to provide the Space Provider/Operator with full contact details of prospects in the first instance subject to approval from the end users and subject to compliance with the Data Protection Act.
5. Brokers agree to forward details of all potential prospects by email.
6. Where a Broker has supplied a prospect lead and another Agent/Broker subsequently arranges a viewing constituting a 'lead overturn', the Agent/Broker can request that the Space Provider/Operator identifies the source of that enquiry for clarification and transparency.
7. It is the responsibility of the Space Provider/Operator to inform the Agent/Broker in a timely manner of space change by the client, that is client expansion or contraction of space, and details of any debt risk/bad debt within the first 12 months from the date of the initial licence agreement. The Entitled Agent/Broker commission payment may then change in accordance with the agreed terms between the entitled Agent/Broker and the Space Provider/Operator.

Viewings

8. Viewings booked by the Agent/Broker should reflect the prospects requirements and be in line with the Space Provider/Operator's space availability.
9. Prospect viewings arranged by Agent/Broker must be confirmed (in writing/email being acceptable) with the Space Provider/Operator and acceptance confirmed by the Space Provider/Operator.
10. The Agent/Broker by email/telephone will, in a timely manner, advise the Space Provider/Operator where there has been an expression of interest in the space following a viewing. Space Providers/Operators will notify the Agent/Broker by email/telephone, in a timely manner after there has been an expression of interest in the space following a viewing whether booked direct by the broker or direct by the Space Provider/Operator.

Deals

11. The Agent/Broker will request details of any deal completed, which has come via the Agent/Broker, from the Space Provider/Operator as soon as practically possible and usually within a week of the contract being signed and will charge the agreed amount of commission.
12. The Agent/Broker will be notified of any deal completed, which has come via the Agent/Broker, from the Space Provider/Operator as soon as practically possible and usually within a week of the contract being signed and will charge the agreed amount of commission.

Business Practices

13. The Agent/Broker agrees that they will provide ongoing training to their personnel in order that their skill sets are maintained to enable them to execute their duties in a professional manner.
14. The Agent/Broker shall not entice clients or staff in breach of contract from other **bca** members
15. The **bca** shall provide dispute resolution to any issues effecting brokers.
16. All **bca** member brokers shall attach this code of conduct to ALL referrals to ensure that all Space Providers/Operators are aware of the code and actively promote its usage.

Any breaches of the code should be reported to Jennifer Brooke at the **bca** on 020 8387 1444 or by email to jennifer@bca.uk.com If any broker persistently breaks the code the **bca** together with the other brokers shall instruct **bca** members to stop using the services of the broker responsible for the breaches.

Introduction:

The Space Provider/Operator agrees to observe the highest principles of ethics, integrity, professional conduct and fair practice in dealing with others and will conduct their business in a manner designed to enhance the operation, image and reputation of the serviced office and workspace industry and **bca** members.

Ethical conduct is not simply compliance with legal requirements but extends to honesty, respect for and equitable treatment of others, integrity and social responsibility. It is conduct that holds up to disclosure and to public scrutiny.

The Space Providers/Operators will comply with the requirements of Health and Safety, Fire Regulations, Data Protection legislation, Disability Discrimination Act (1995 (DDA) and any other legislative requirements relating to their space.

Prospects

1. Space Providers/Operators agree to fulfil their contractual obligations with the entitled Agent/Broker including the agreed payment terms.
2. Space Providers/Operators agree to notify the Agent/Broker in writing, email being acceptable as soon as reasonably practicable as to whether a Prospect is accepted or rejected by the Space Provider/Operator.

Best practice recommends Space Provider/Operator's acceptance/rejection of prospects within two working days

3. Where a Space Provider/Operator has been supplied with a prospect lead by more than one Agent/Broker, then the lead will go to the Agent/Broker who arranges the viewing and where the prospect attends such viewing, this constitutes a 'lead overturn'. The Space Provider/Operator will communicate with the relevant Agent/Broker any 'lead overturn' circumstance and when requested name the source of that enquiry.

The Space Provider/Operator will pay the Agent/Broker commission compliant with their agreement.

Viewings

4. If an Agent/Broker arranges a viewing such viewing time must be accepted by the Space Provider/Operator. If the Space Provider/Operator arranges a viewing the details must be notified to the Agent / Broker.
5. The Space Provider/Operator by email/telephone will, without delay, advise Agent/Broker where there has been an expression of interest in the space following a viewing. Conversely, Agent/Broker will without delay keep the Space Providers/Operators informed following a viewing.

Deals

6. It is the responsibility of the Space Provider/Operator to inform the Agent/Broker in a timely manner of space change by the client, that is client expansion or contraction of space, and details of any debt risk/bad debt within the first 12 months from the date of the initial licence agreement. The entitled Agent/Broker commission payment may then change in accordance with the agreed terms between the entitled Agent/Broker and the Space Provider/Operator.

Business Practices

7. The Space Provider/Operator agrees that they will provide ongoing training to their personnel in order that their skill sets are maintained to enable the Space Provider/Operator to execute their duties in a professional manner.
8. The Space Provider/Operator agrees not to entice clients or staff from another **bca** member Space Provider/Operator or broker.

Any breaches of the Best Practice Guidelines should be reported to Jennifer Brooke at the **bca** on 020 8387 1444 or by email to jennifer@bca.uk.com

If any Space Provider/Operator persistently breaks the Best Practice Guidelines the **bca** together with the broker representatives shall instruct **bca** member brokers to stop referring leads to those responsible for the breaches.